

AGENTS FOR THE CHINA MAIL.
LONDON:—F. ALGAR, 11 & 12, Clement's Lane, Lombard Street, E. C. GEORGE STRAKER & Co., 30, Cornhill. GEORGE HENRY & Co., 37, Walbrook, E. C. SAMUEL DEACON & Co., 150 & 154, Leadenhall Street.
PARIS AND EUROPE:—AMERET PRINCE & Co., 36, Rue Lafayette, Paris.
NEW YORK:—ANDREW WIND, 21, Park Row.
AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORDON & GORRAN, Melbourne and Sydney.
SAN FRANCISCO and American Ports generally:—BRAN & BLACK, San Francisco.
SINGAPORE, STRAITS, &c.:—SAYLE & Co., Square, Singapore. O. HENRISEN & Co., Manila.
CHINA:—Macao, F. A. DE CRUZ, Rua da Cruz, 11, Macao. Amoy, Wilson, Nichols & Co., Foodon, Hanks & Co., Shanghai, Lane, Crawford & Co., and KELLY & WALSH, Yokohama.
LANE, CRAWFORD & Co., and KELLY & WALSH.

Banks.
HONGKONG & SHANGHAI BANKING CORPORATION.
PAID-UP CAPITAL, £7,500,000
RESERVE FUND, £3,500,000
RESERVE FOR EQUALIZATION, \$500,000
RESERVE LIABILITY OF FIDUCIARY, £7,500,000
CHIEF MANAGER, HONGKONG, JAMES J. JACKSON, Esq.
CHIEF MANAGER, SHANGHAI, JAMES J. JACKSON, Esq.
CHIEF MANAGER, LONDON, JAMES J. JACKSON, Esq.
CHIEF MANAGER, AMOY, JAMES J. JACKSON, Esq.
CHIEF MANAGER, HONGKONG, JAMES J. JACKSON, Esq.
CHIEF MANAGER, SHANGHAI, JAMES J. JACKSON, Esq.
CHIEF MANAGER, LONDON, JAMES J. JACKSON, Esq.
CHIEF MANAGER, AMOY, JAMES J. JACKSON, Esq.

NOTICE.
THE NEW ORIENTAL BANK CORPORATION, LIMITED.
AUTHORIZED CAPITAL, £2,000,000
PAID-UP, £500,000
REGISTERED OFFICE, 40, THE ARCADE, LONDON.
BRANCHES, In India, China, Japan and the Colonies.
THE BANK RECEIVES MONEY ON DEPOSIT, buys and sells Bills of Exchange, issues Letters of Credit, forwards Bills for Collection, and transacts Banking and Agency Business generally on terms to be had on application.
CLAIMS ON THE ORIENTAL BANK CORPORATION PURCHASED ON ADVANTAGEOUS TERMS.
H. A. HERBERT, Manager, Hongkong Branch.
Hongkong, July 4, 1885.

NOTICE.
RULES OF THE HONGKONG SAVINGS' BANK.
1. The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3; Saturdays, 10 to 1.
2. Sums less than \$1. or more than \$250 at one time will not be received. No depositor may deposit more than \$2,500 in any one year.
3. Depositors in the Savings' Bank having \$100 or more at their credit may at their option transfer the same to the Hongkong and Shanghai Banking Corporation on fixed deposit for 12 months at 5 per cent. per annum interest.
4. Interest at the rate of 3 per cent. per annum will be allowed to depositors on their daily balances.
5. Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must not make any entries themselves in their Pass-Books but should send them to be written up at least twice a year, about the beginning of January and beginning of July.
6. Correspondence as to the business of the Bank if marked On Hongkong Savings' Bank Business is forwarded free by the various British Post Offices in Hongkong and China.
7. Withdrawals may be made on demand, but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.
For the HONGKONG & SHANGHAI BANKING CORPORATION,
T. JACKSON, Chief Manager.
Hongkong, May 7, 1885.

NOTICE.
THE HONGKONG FIRE INSURANCE COMPANY, LIMITED.
NOTICE TO SHAREHOLDERS.
THE SEVENTEENTH Ordinary Annual Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., to receive a Statement of Accounts to 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 9th to the 20th Instant, inclusive.
JARDINE, MATHESON & Co., General Agents.
Hongkong, February 5, 1886.

NOTICE.
THE HONGKONG FIRE INSURANCE COMPANY, LIMITED.
NOTICE TO SHAREHOLDERS.
THE SEVENTEENTH Ordinary Annual Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., to receive a Statement of Accounts to 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 9th to the 20th Instant, inclusive.
JARDINE, MATHESON & Co., General Agents.
Hongkong, February 5, 1886.

NOTICE.
THE HONGKONG FIRE INSURANCE COMPANY, LIMITED.
NOTICE TO SHAREHOLDERS.
THE SEVENTEENTH Ordinary Annual Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., to receive a Statement of Accounts to 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 9th to the 20th Instant, inclusive.
JARDINE, MATHESON & Co., General Agents.
Hongkong, February 5, 1886.

Intimations.
HONGKONG ICE COMPANY, LIMITED.
THE FIFTY Ordinary Annual Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on WEDNESDAY, the 17th February, 1886, to receive a Statement of the Accounts of the Company to 31st December, 1885, and the Report of the General Managers, also to discuss any matters that may be properly brought before the Meeting.
The Transfer BOOKS of the Company will be CLOSED from the 6th to 17th February, 1886, both days inclusive.
JARDINE, MATHESON & Co., General Managers.
Hongkong, January 30, 1886.

Intimations.
HONGKONG ICE COMPANY, LIMITED.
NOTICE is hereby given that immediately after the above Ordinary Annual Meeting an EXTRAORDINARY General Meeting of the Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., for the purpose of amending the Articles of Association by striking out Article 34 and substituting in lieu thereof an article providing for the subdivision of the existing shares of the value of \$100 each of the said Company.
Should the Resolution be passed by the required majority it will be submitted for confirmation as a special resolution to a Second Extraordinary Meeting to be subsequently convened.
Dated Hongkong, 30th day of January, 1886.
JARDINE, MATHESON & Co., General Managers.

Intimations.
THE HONGKONG ROPE MANUFACTURING COMPANY, LIMITED.
THE Second Ordinary General Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., for the purpose of receiving the Report of the General Managers, together with a Statement of Accounts, declaring a Dividend and electing a Consulting Committee and Auditors.
The Transfer BOOKS of the Company will be CLOSED from the 6th to 20th February, inclusive.
RUSSELL & Co., General Managers.
Hongkong, January 30, 1886.

Intimations.
CHINA SUGAR REFINING COMPANY, LIMITED.
NOTICE.
THE Eighth Ordinary Annual Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., for the purpose of receiving the Report of the General Managers, together with a Statement of Accounts to 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 9th to the 20th Instant, inclusive.
JARDINE, MATHESON & Co., General Agents.
Hongkong, February 5, 1886.

Intimations.
LUZON SUGAR REFINING COMPANY, LIMITED.
NOTICE TO SHAREHOLDERS.
THE Fourth Ordinary Annual General Meeting of SHAREHOLDERS in the above Company will be held at the Office of the General Managers, Peddar's Street, on SATURDAY, the 20th February, at 2.30 p.m., for the purpose of receiving the Report of the General Managers, together with a Statement of Accounts to 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 9th to the 20th Instant, inclusive.
JARDINE, MATHESON & Co., General Agents.
Hongkong, February 5, 1886.

Intimations.
HONGKONG RIFLE ASSOCIATION.
GENTLEMEN interested in RIFLE SHOOTING, desirous of joining the above ASSOCIATION, now in course of formation, are requested to send in their Names at once to any of the Members of the Provisional Committee, as per following List, or to the Hon. Secy.
General GORDON:—Col. CRAWFORD, R. A. Col. FOSTER, Northamptonshire Regt. Lt. Col. ANDERSON, Major DENNIS, Captain PORTER, A. D. C. The Hon. T. JACKSON, R. L. WOODEN, Esq. G. E. NOLAN, Esq. H. J. H. THIRY, Esq.
Subscription, 3 s per annum.
Life Members, £50 in full.
ALF. WOOLLEY, Hon. Secy. & Treas.
Hongkong, February 5, 1886.

Intimations.
HONGKONG RIFLE ASSOCIATION.
GENTLEMEN interested in RIFLE SHOOTING, desirous of joining the above ASSOCIATION, now in course of formation, are requested to send in their Names at once to any of the Members of the Provisional Committee, as per following List, or to the Hon. Secy.
General GORDON:—Col. CRAWFORD, R. A. Col. FOSTER, Northamptonshire Regt. Lt. Col. ANDERSON, Major DENNIS, Captain PORTER, A. D. C. The Hon. T. JACKSON, R. L. WOODEN, Esq. G. E. NOLAN, Esq. H. J. H. THIRY, Esq.
Subscription, 3 s per annum.
Life Members, £50 in full.
ALF. WOOLLEY, Hon. Secy. & Treas.
Hongkong, February 5, 1886.

Intimations.
HONGKONG RIFLE ASSOCIATION.
GENTLEMEN interested in RIFLE SHOOTING, desirous of joining the above ASSOCIATION, now in course of formation, are requested to send in their Names at once to any of the Members of the Provisional Committee, as per following List, or to the Hon. Secy.
General GORDON:—Col. CRAWFORD, R. A. Col. FOSTER, Northamptonshire Regt. Lt. Col. ANDERSON, Major DENNIS, Captain PORTER, A. D. C. The Hon. T. JACKSON, R. L. WOODEN, Esq. G. E. NOLAN, Esq. H. J. H. THIRY, Esq.
Subscription, 3 s per annum.
Life Members, £50 in full.
ALF. WOOLLEY, Hon. Secy. & Treas.
Hongkong, February 5, 1886.

Business Notices.
LANE, CRAWFORD & Co.
HAVE A FULL STOCK OF
New Saddlery and Saddlers' Goods,
Comprising—
JOCKEY WHIPS.
DRIVING WHIPS.
DOG WHIPS.
SINGLE SNAFFLE BRIDLES.
DOUBLE SNAFFLE BRIDLES.
WEYMOUTH BRIDLES, BITS and BRADDOONS.
MARTINGALES.
SURCINGLES.
BODY ROLLERS.
HORSE CLOTHING.
WOOLLEN GIRTHS.
CURRY COMBS.
MANE COMBS.
FETLOCK BOOTS.
LADIES' HACK SADDLES.
GENTLEMEN'S HACK SADDLES.
RACING SADDLES.
SADDLE CLOTHES.
RACING SPURS.
MILITARY BOX SPURS.
HEAD COLLARS.
HEMP HALTERS.
STIRRUP LEATHERS.
STIRRUP WEAVING.
DRIVING REINS.
HORSE BRUSHES.
HORSE CLIPPERS.
DRIVING GLOVES.
LANE, CRAWFORD & Co.
Hongkong, January 21, 1886.

Business Notices.
ROBERT LANG & Co.,
QUEEN'S ROAD (OPPOSITE HONGKONG HOTEL).
Scotch Tweed Suit, \$15.00.
Over 100 patterns of Stylish Tweeds of Exceptionally Good value to select from.
While advertising our 'Specialties' we also wish to draw the attention of our Customers to our, now, complete Stock of TWEED SUITINGS, COATINGS, TROUSERS, SERGES, FLANNELS, &c. A large and choice selection of the newest FABRICS of English, Scotch and Continental Manufacture, from medium to the very finest qualities.
Hongkong, October 1, 1885.

Business Notices.
Victoria Hotel,
Praya and Queen's Road Central, Hongkong.
THIS Extensive and well-appointed Establishment, situated in one of the most central and airy positions in the Colony and commanding a splendid view of almost the entire harbour and within five minutes' walk of the principal Government Offices (including the Post Office), Banks, &c., has recently been much enlarged and improved and is now one of the principal Hotels in the place.
The ROOMS are spacious, well ventilated and have just been refurnished in a most comfortable and handsome manner, suited to the requirements of the Far East. The Accommodation and Service of every kind will be found to be of the best description. An ample and varied TABLE D'HOTE is always provided and served in the spacious, large DINING HALL.
The HOTEL also contains handsome and comfortable Reception, READING, BILLIARD and SMOKING ROOMS.
The HOTEL is unsurpassed for comfort, convenience and quick service. Continental languages are spoken.
Messrs. DORABJEE & HING KEE, Proprietors.
Hongkong, September 16, 1885.

Business Notices.
THE HONGKONG ALMANACK
FOR 1886,
COMPILED BY
BRUCE SHEPHERD.
Consisting of 160 closely-printed Royal 8vo pages of Useful Information relating to the Colony, not otherwise accessible in any collected form.
KELLY & WALSH, LIMITED.
PUBLISHERS, HONGKONG.
Hongkong, January 23, 1886.

Business Notices.
W. POWELL & Co.
WILL OFFER, ON AND AFTER
MONDAY NEXT, 1st February, 1886,
WITH a View to make Room for NEW SPRING GOODS, a large portion of their STOCK at greatly reduced prices.
Also,
THE SEASON'S ACCUMULATION OF REMNANTS, comprising—
REMNANTS OF SILKS, Dress Goods, PRINTS, CALICOES, LININGS, CLOTHS, FLANNELS, CROTONES, RIBBONS, LACES, NEEDLEWORK, &c., &c., &c.
W. POWELL & Co.
VICTORIA EXCHANGE, January 30, 1886.

Intimations.
HONGKONG & SHANGHAI BANKING CORPORATION.
NOTICE is hereby given that the Ordinary Yearly Meeting of the SHAREHOLDERS in this Corporation will be held at the CITY HALL, Hongkong, on SATURDAY, the 27th day of February, at Noon, for the purpose of receiving the Report of the Court of Directors, together with a Statement of Accounts to 31st December, 1885.
By Order of the Court of Directors,
T. JACKSON, Chief Manager.
Hongkong, February 6, 1886.

Intimations.
HONGKONG & SHANGHAI BANKING CORPORATION.
NOTICE is hereby given that the REGISTER of SHARES of the Corporation will be CLOSED from the 15th to the 27th February current (both days inclusive), during which period no Transfer of Shares can be registered.
By Order of the Court of Directors,
T. JACKSON, Chief Manager.
Hongkong, February 6, 1886.

Intimations.
THE CHINA FIRE INSURANCE COMPANY, LIMITED.
NOTICE TO SHAREHOLDERS.
THE SEVENTEENTH Ordinary Meeting of SHAREHOLDERS in the Company will be held at the Company's Office, No. 45, Queen's Road, Victoria, at THREE o'clock in the Afternoon of TUESDAY, the 23rd February instant, for the purpose of receiving a Statement of Accounts, and the Report of the Directors for the year ending 31st December, 1885.
The Transfer BOOKS of the Company will be CLOSED from the 10th to the 23rd Instant, both days inclusive.
By Order,
JAS. B. COUGHTRIE, Secretary.
Hongkong, February 5, 1886.

Intimations.
CHAS. J. GAUPP & Co.,
Chronometer, Watch & Clock Makers, Jewellers, Gold & Silversmiths.
NAUTICAL, SCIENTIFIC AND METEOROLOGICAL INSTRUMENTS.
VERGEL'S CELEBRATED BINOCULARS AND TELESCOPES.
RICHIE'S LIQUID AND OTHER COMPASSES.
ADMIRALTY & IMRAY CHARTS, NAUTICAL BOOKS.
English SILVER & ELECTRO-PLATED WARE.
Christofle & Co.'s BRASS, PLATED WARE.
GOLD & SILVER JEWELLERY, in great variety.
DIAMONDS
—AND—
DIAMOND JEWELLERY,
A Splendid Collection of the Latest LONDON PATTERNS, at very moderate prices.
JARDINE, MATHESON & Co.'s PIERCE AND GORDON'S, WEST POINT.
THESE are now in Working Order.—STEAMERS are DEPOTED at the Wharf, and CARGO RECEIVED and STORED at Cheap Rates.
THE GODOWNS are two-storied, dry, airy, and well suited for the STORAGE of SILK, COTTON and WOOLLEN-PIECE GOODS, as well as GENERAL MERCHANDISE. Advances made on Cargo stored.
For Rates and further Particulars, apply to the MANAGERS, or to
JARDINE, MATHESON & Co.
Hongkong, December 2, 1885.

Intimations.
GRIFFITH'S
NEW VIEWS OF HONGKONG
ARE
NOW READY,
1, DUDDELL STREET.
GRIFFITH & Co.,
MANUFACTURERS
OF THE
LONDON-ERATED WATERS,
1, DUDDELL STREET.
Continues to Supply:
SODA WATER, LEMONADE, GINGERBEER, RASPBERRY FLAVOUR, &c., &c., &c.
At the same Moderate Charges.
Hongkong, June 9, 1885.

Intimations.
TO LET.
THE HOUSE IN CASTLE ROAD No. 1.
Apply to the SPANISH PROCONSUL, No. 14, CAINE ROAD. Terms moderate. Possession on the first of the month.
Hongkong, February 6, 1886.

Intimations.
TO LET.
BROCKHURST, ROBINSON ROAD.
This House contains six large Rooms, two Dressing and three Bath-rooms, Pantry and Store-room. The basement and out-houses are roomy and convenient, and there are a good Tennis Lawn and Garden attached.
Apply to
DENNIS & MOSSOP, 43, Queen's Road.
Hongkong, February 6, 1886.

Intimations.
TO LET.
A HOUSE IN RICHMOND TERRACE, containing Four Good Rooms, Dressing Room, Three Bath Rooms, and very convenient Out Offices.
It is pleasantly situated, is cool in Summer, and commands a fine sea view.
Apply at
THE HONGKONG DISPENSARY.
Hongkong, January 30, 1886.

Intimations.
TO LET.
COLLEGE CHAMBERS' (late Hotel de l'Univers), Single Rooms or Suites of Apartments.
TWO FURNISHED BUNGALOWS, PORTLAND.
Apply to
DAVID SASSOON, SONS & Co.
Hongkong, January 20, 1886.

Intimations.
TO LET.
NO. 3, MORRISON HILL.
Entry, 1st March.
Apply to
G. C. ANDERSON, 13, Praya Central.
Hongkong, February 2, 1886.

Auctions.
PUBLIC AUCTION OF
JAPANESE AND CHINESE CURIOS.
THE Undersigned has received instructions to Sell by Public Auction, on
TUESDAY,
the 9th February, 1886, at 2 p.m., at his Sales Rooms, Duddell Street,
A LARGE AND VALUED COLLECTION OF
JAPANESE PORCELAINS,
BRONZES, EMAMELS, AND
OTHER CURIOS,
comprising—
SATSUMA, KAGA, KIYOTO, TOKIO and OSAKA VASES, BOWLS, PLATES, TEA and BREAKFAST SETS, OLD BRONZES, CLOISONNE ESAMELS, CABINETS, GOLD and SILVER SILK ENAMELLED SCREENS, KAKEMONOS, NET-SUKIES, &c., &c.
Also,
SOME ANTIQUE AND MODERN
CHINESE PORCELAINS, BRONZES, CURIOS, &c.
And
ONE FINELY CARVED LARGE
NINGPO CABINET.
Catalogues will be issued previous to the Sale, and the above will be on view on Friday next.
Terms of Sale.—As customary.
G. R. LAMBERT, Auctioneer.
Hongkong, February 1, 1886.

Auctions.
TO BE SOLD BY PUBLIC AUCTION, at Her Majesty's Consulate, Canton, At 5 o'clock p.m., on
TUESDAY,
the ninth day of February, 1886,
BY ORDER OF THE SURVEYOR, H. M. Office of Works, Shanghai,
THE LEASES OF LOTS 69 AND 70 of the
BRITISH CONCESSION, SHANGHAI, subject to the following Conditions, viz.—
1.—The Lots will be put up at an upset price of One Thousand Dollars (\$1,000) each.
2.—The Lots shall be knocked down to the highest bidder at or above the upset price, but the Sale shall not be considered conclusive until the Approval of Her Majesty's Minister, Feking, of Her Majesty's Consulate, Canton, at the Office of Her Majesty's Office of Works in China be obtained to the proposed Purchaser, who shall deposit with Her Majesty's Consul a sum of One Hundred Dollars (\$100) per lot on the fall of the hammer, such deposit to be returned without interest to the intending Purchaser in the event of his offer not being approved within six months from the date of sale.
In the event of the intending Purchaser withdrawing his offer within the same period, the Deposit of One Hundred Dollars to be forfeited to Her Majesty's Government.
3.—The Form of Lease under which the Lots will be held to be the same as that now in force in regard to the other Lots on the Concession, a Copy of which can be seen upon application to Her Majesty's Consul, Canton.
A. FRATER, Consul.
Canton, January 29, 1886.

Auctions.
FOR SALE.
JULES MUMM & Co.'s
CHAMPAGNE,
Quarts, \$20 per Case of 1 doz.
Pints, " " " 2 " "
DUBOS FRERES & Co.'s BORDEAUX CLARETS and WHITE WINES.
Bazier's Celebrated 'Barley Brew' WHISKY, —\$72 per Case of 1 doz.
GIBB, LIVINGSTON & Co.
Hongkong, July 18, 1884.

Notices to Consignees.
FROM LONDON, PENANG AND SINGAPORE.
THE Steamship Glenearn having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods, with the exception of Opium, are being landed at their risk into the Godowns of the Undersigned, whence and/or from the Wharves or Boats delivery may be obtained.
Optional Cargo will be forwarded unless notice to the contrary be given before 4.30 p.m. To-PAY, the 6th Instant.
Cargo remaining undelivered after the 18th Instant will be subject to rent.
No Fire Insurance has been effected. Bills of Lading will be countersigned by
JARDINE, MATHESON & Co.
Hongkong, February 6, 1886.

Notices to Consignees.
FROM LEITH, LONDON AND SINGAPORE.
THE Steamship Benarty, Capt. Le Bon, having arrived from the above Ports, Consignees of Cargo are hereby notified that the Steamship is berthed at Messrs. JARDINE, MATHESON & Co.'s West Pier; and Godown, and are requested to send their Bills of Lading for countersignature, and take immediate delivery of their Cargo from alongside.
Cargo impeding the Steamers discharge will be landed and stored at Consignees' risk and expense.
Optional Cargo for JAPAN Ports will be forwarded on unless notice to the contrary be given before Noon To-PAY, the 3rd Inst.
No Claims will be admitted after the Goods have left the Godowns, and all Cargo undelivered after the 10th Instant will be subject to rent.
All Claims must be sent into the Undersigned before 4 p.m. of the 10th Instant, or they will not be recognized.
No Fire Insurance has been effected. Bills of Lading will be countersigned by
GIBB, LIVINGSTON & Co., Agents.
Hongkong, February 3, 1886.

Notices to Consignees.
FROM LONDON, PENANG AND SINGAPORE.
THE Steamship Glenearn having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods, with the exception of Opium, are being landed at their risk into the Godowns of the Undersigned, whence and/or from the Wharves or Boats delivery may be obtained.
Optional Cargo will be forwarded unless notice to the contrary be given before 4.30 p.m. To-PAY, the 6th Instant.
Cargo remaining undelivered after the 18th Instant will be subject to rent.
No Fire Insurance has been effected. Bills of Lading will be countersigned by
JARDINE, MATHESON & Co.
Hongkong, February 6, 1886.

Notices to Consignees.
FROM LEITH, LONDON AND SINGAPORE.
THE Steamship Benarty, Capt. Le Bon, having arrived from the above Ports, Consignees of Cargo are hereby notified that the Steamship is berthed at Messrs. JARDINE, MATHESON & Co.'s West Pier; and Godown, and are requested to send their Bills of Lading for countersignature, and take immediate delivery of their Cargo from alongside.
Cargo impeding the Steamers discharge will be landed and stored at Consignees' risk and expense.
Optional Cargo for JAPAN Ports will be forwarded on unless notice to the contrary be given before Noon To-PAY, the 3rd Inst.
No Claims will be admitted after the Goods have left the Godowns, and all Cargo undelivered after the 10th Instant will be subject to rent.
All Claims must be sent into the Undersigned before 4 p.m. of the 10th Instant, or they will not be recognized.
No Fire Insurance has been effected. Bills of Lading will be countersigned by
GIBB, LIVINGSTON & Co., Agents.
Hongkong, February 3, 1886.

Notices to Consignees.
FROM LONDON, PENANG AND SINGAPORE.
THE Steamship Benarty, Capt. Le Bon, having arrived from the above Ports, Consignees of Cargo are hereby notified that the Steamship is berthed at Messrs. JARDINE, MATHESON & Co.'s West Pier; and Godown, and are requested to send their Bills of Lading for countersignature, and take immediate delivery of their Cargo from alongside.
Cargo impeding the Steamers discharge will be landed and stored at Consignees' risk and expense.
Optional Cargo for JAPAN Ports will be forwarded on unless notice to the contrary be given before Noon To-PAY, the 3rd Inst.
No Claims will be admitted after the Goods have left the Godowns, and all Cargo undelivered after the 10th Instant will be subject to rent.
All Claims must be sent into the Undersigned before 4 p.m. of the 10th Instant, or they will not be recognized.
No Fire Insurance has been effected. Bills of Lading will be countersigned by
GIBB, LIVINGSTON & Co., Agents.
Hongkong, February 3, 1886.

Notices of Firms.
NOTICE.
MR. C. HEYMANN & Co. have taken charge of our Yokohama and Kobe Firms. Messrs. SIEMSEN & Co. have been appointed our Agents in Hongkong and China.
OPPENHEIMER FRERES.
Hongkong, February 6, 1886.

Notices of Firms.
NOTICE.
MR. THEODOR VON DER HEYDE, of Hamburg, and Mr. GOTTFRIED BRUNO ROBERT BECKER, of Hongkong, have this Day been Admitted PARTNERS in our Firms in HAMBURG and HONGKONG.
SANDER & Co.
Dated 2nd February, 1886.

Shipping.
Steamers.
DOUGLAS STEAMSHIP COMPANY, LIMITED.
FOR AMOY AND TAIWANFOO.
The Co.'s Steamship
Thales, Captain Pocock, will be despatched for the above Ports on TUESDAY, the 9th Instant, at Noon.
For Freight or Passage, apply to
DOUGLAS LAFRANK & Co., General Managers.
Hongkong, February 3, 1886.

Shipping.
UNION LINE.
FOR YOKOHAMA AND HIOGO.
The Steamship
Rising, Captain Curran, will be despatched for the above Ports on WEDNESDAY, the 10th Instant, at 4 p.m.
For Freight or Passage, apply to
RUSSELL & Co., Agents.
Hongkong, February 6, 1886.

Shipping.
OCEAN STEAMSHIP COMPANY.
FOR SHANGHAI.
(Taking Cargo & Passengers at through rates for NINGPO, CHEFOO, NEW CHWANG, TIENTSIN, HANKOW and Ports on the YANGTZE.)
The Co.'s Steamship
Dyces, Captain BRENNER, will be despatched as above on THURSDAY, the 11th Instant.
For Freight or Passage, apply to
BUTTERFIELD & SWIRE, Agents.
Hongkong, February 3, 1886.

Shipping.
SHIRE LINE OF STEAMERS.
FOR YOKOHAMA AND HIOGO.
The Steamship
Benares, Captain Williams, will be despatched as above on SATURDAY, the 12th Instant, at 4 p.m.
This Vessel has unusually good Cabin Accommodation, situated amidships, upon the upper deck.
For Freight or Passage, apply to
BUTTERFIELD & SWIRE, Agents.
Hongkong, February 3, 1886.

Shipping.
BEN LINE OF STEAMERS.
FOR LONDON VIA SINGAPORE.
The Steamship
Benader, Captain Waring, expected to arrive first week in February, will receive quick despatch as above.
For Freight, apply to
GIBB, LIVINGSTON & Co.
Hongkong, January 25, 1886.

Shipping.
Sailing Vessels.
FOR SAN FRANCISCO.
The 'AA 1 British Barque
Suzee, Master, will load here for the above Port, and will have quick despatch.
For Freight, apply to
RUSSELL & Co.
Hongkong, February 6, 1886.

Shipping.
FOR VICTORIA, BRITISH COLUMBIA.
The 3/3 L.L. British Barque
George, Master, will load here for the above Port, and will have quick despatch.
For Freight, apply to
RUSSELL & Co.
Hongkong, January 6, 1886.

standing his performance in the Koo Cheong Cup last season.

Send and Baker were at work for Mr. Buxey, and the Northern Irishman's stud were exercised under Dunne's care, but the times are not worth recording. Councilor and Hand Times were both panned for 2 miles; time somewhere over 5 minutes. Molloy, Gladstone, and Torrence were sent for a mile and a half. The last named is my favorite, notwithstanding what I have said about Gladstone. I fear he is a case of "another reputation gone."

If this weather holds, we ought to see some good work on Wednesday, and I will take note.

The attendance to-day was much larger than any other morning this season.

SQUAD.

THE HONGKONG ICE COMPANY, LIMITED.

The following is the fifth annual report of the above Company for presentation at the shareholders' meeting on the 17th instant:

The General Managers beg to submit to the Shareholders a Statement of the Company's Account for the Year 1885.

The net earnings for the Year 1885, amounting to £8,000 in excess of 1884, which is mainly accounted for by the additional quantity of ice supplied to the French Mail Steamers, and taken for Haiphong, during the Franco-Chinese campaign. The former have now returned to their previous source of supply, and the extra revenue derivable from them has ceased.

During the period of extra demand the Ice Manufacturing Machines were employed to the full extent of their capacity. One of them has been the cause of a good deal of anxiety during the past year; the Manager of the Works having been unable to be satisfied with the quality of the ice, and a new one is being procured at an estimated cost of about £28,000 for alternate use, and to serve in case of a breakdown. The General Managers recommend that this should be done, and that an appropriation of £10,000 be made out of the year's profits towards the cost.

Inclusive of £235.33 brought forward from last year the balance at Credit of Profit and Loss Account is £24,875.33 which the General Managers recommend should be appropriated as follows:—

Dividend of £11.00 per Share... £13,750.00
Special appropriation to new Machine... 10,000.00
Balance to next year... 1,125.33

£24,875.33

The amount at debit of Property has been increased to £125,000 by payments on account of the purchase price of the property of the Town Depot.

Mr. Thos. Arnold has audited the Accounts and is recommended for re-election.

JAMES, MATTHEW & CO., General Managers.

Assets.

Property,	£135,000.00
Invested in Chinese Loan, 1881,	1,368.86
Invested in Hongkong Fire Insurance Company's Shares,	377.50
Cash on hand,	35.31
Hongkong & Shanghai Bank,	16,670.53
Current Account,	17,000.00
Hongkong & Shanghai Deposit Account,	10,000.00
Mortgage on Property,	1,182.71
Outstanding Accounts,	663.82
Accounts Receivable,	420.00
Coal on hand,	420.00
Ice on hand,	221.00
Stores on hand,	224.36
Unexpired Fire Insurance,	224.36
	£132,930.12

Liabilities.

Capital Account,	£125,000.00
Reserve and Depreciation Account,	30,000.00
Accounts Payable,	3,000.82
Profit and Loss Account,	24,875.33
	£182,930.12

Profit and Loss Account.

To Salaries, Wages & General Expenses,	£6,195.84
To Crown Rents & Taxes, less Rents received,	370.70
To General Managers' Commission,	2,000.00
To Auditor's Fee,	100.00
To Balance,	24,875.33
	£44,300.54

By Balance of Undivided Profits, 31st December, 1884,

By Receipts for Ice during the year, and value of Stock on hand,

By Interest,

By Transfer Fees,

E. & O. E. Hongkong, 31st December, 1885.

JAMES, MATTHEW & CO., General Managers.

I have examined the Books, Vouchers and Securities of the Company, and certify that the above Statements are in accordance therewith.

THOS. ARNOLD, Auditor.

Police Intelligence.

(Before A. G. Wise, Esq.)

Monday, February 8.

CHARGE OF OBTAINING GOODS BY FALSE PRETENCES.

Li Tung Fong, servant, was charged on remand with a counter-mock in custody, with obtaining goods to the value \$33 from B.S. Hassamilly, by false pretences, on the 31st ult.

The evidence was to the effect that on the 31st January, a Chinaman, not the defendant, came to complainant's shop in Wallington Street and wanted to buy some silk handkerchiefs. He selected five dozen handkerchiefs, the bill for which was \$33, and when the account was submitted stated that he had no money with him but asked complainant to send a man with him and he would pay him the bill along with the man. The complainant, Chan Toi, accompanied the purchaser of the handkerchiefs to the Shin Ki shop on the Praya.

Outside the shop they met the defendant who asked the other man if he had got the handkerchiefs and told him he had taken them to the Hongkong and Shanghai Bank and saw if their master liked the handkerchiefs. Defendant said he was comrade to the friend who had the shop and told him to take the handkerchiefs and bring him back to the defendant who said he would be responsible for the amount. The defendant afterwards tried to escape but was taken by the shop-keeper back to the shop and given in charge.

A short at the Shin Ki shop proved that the defendant was not known there, and defendant, in default of finding two sureties of \$100 each for his good behavior for twelve months, was committed for six months.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before Sir George Phillips, Chief Justice.) Monday, February 8.

THE CHINESE CONFERENCE CASE.

JUNG MAN AND OTHERS v. LI CHUK KAI AND OTHERS.

In this case plaintiffs, who claim \$15,000 in damages which they allege they sustained through defendants conspiring with others to defraud them, stand by threats and induce others not to trade with them, now came forward, in answer to the rule nisi granted against them last Friday, on the motion of the defendants, to show cause why the petition filed in the case should not be dismissed.

Mr. Francis, instructed by Mr. Ewens, appeared for the plaintiffs, and the Attorney General (the Hon. E. L. O'Malley), instructed by Messrs. Wotton and Deacon, appeared for the first defendant; and Mr. Leach, instructed by the same firm, represented the second defendant.

Mr. Francis said he appeared on behalf of the plaintiffs to show cause why the petition filed in the case on the 11th December last should not be dismissed without calling upon the defendants for an answer. The petition, he said, charged the defendants with intent to injure the plaintiffs, and to do so by threats and induce others not to trade with them. In pursuance of this agreement, with intent to injure the plaintiffs, they threatened and induced others not to trade with them, and prevented others from dealing with the plaintiffs. This application being in the nature of a demurrer it must be taken that all the facts in the petition were true. Therefore, they started with the fact that a grievous pecuniary loss had been inflicted upon the plaintiffs by the direct action of the defendants. They must also take it as admitted that this interference with the plaintiffs was done with intent to injure the plaintiffs and not from any other motive.

Mr. Francis submitted, therefore, that the facts as admitted by this demurrer did amount in fact to a wrong in point of law, and constituted a crime and was properly a subject for an action. Mr. Francis then referred his Lordship to the case of the *Mogul Steamship Co.* (to which the steamers *Albatross*, *Aberdeen*, *Sikh*, *Patagon* and *Glazee* belong) v. *McGregor* & Co., reported in *Law Times*, vol. 53, new series, page 269.

His Lordship—This is done every day in Ireland. Mr. Francis—So it is my Lord to a large extent, but I expect there are grave difficulties in bringing such a question to trial for want of evidence, and the extreme difficulty of getting a jury to deal with such a case.

Mr. Francis, continuing his argument, read portions of the judgment of Lord O'H of Justice Coleridge, to the effect that an interference with the plaintiffs would have been granted if for want of evidence the defendants had been convicted by malice, and then said so far as he could judge from the statement of the Court in that case that the case was not nearly so strong as the present one. In that case, on the face of it, there was no combination by anything but the shape of a threat, or anything that was a direct injury to the persons against whom it was directed. It was merely an offer, an inducement to dissuade people from trading with the plaintiffs. In this case the application turned on two points: as to whether there was a combination on the one hand, and as to whether the defendants were acting with intent to injure the plaintiffs, and secondly whether there were acts such as would justify the Court in granting an interim injunction. Lord Coleridge held that the case was not such a case as would justify the Court in granting an interim injunction on the ground that it was doubtful whether the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

Mr. Francis submitted that the plaintiffs could sufficiently prove their facts and make out to the satisfaction of a jury that what had been done by the defendants was something more than was necessary for the protection of their own trade and had been done out of a malicious desire to do the plaintiffs' business.

The facts stated in the petition of the present plaintiffs were to be taken as true, and for the purposes of this argument, therefore, he submitted that the law applicable to conspiracy was applicable to this case, and that the case had been quoted as a precedent in that case.

offence, and subject for an action for wrong. In support of this contention, he cited the case of *Wood v. Bawling*, *Stephens's History of Criminal Law*, 716, and the case of *Springfield & Co. v. Riley*, and also quoted the case of the *Queen v. Parnell*. With regard to the case relied on by the Attorney General, *Rogers v. Dutt*, Mr. Francis pointed out that that case differed from the present one inasmuch as it was admitted that the defendant had not acted with intent to injure the plaintiffs. Mr. Francis admitted that the defendants were perfectly at liberty to use all reasonable means to induce the plaintiffs to trade with them and with them alone—but he submitted that their right to do so—but he submitted that the defendants had exercised undue influence in the matter; the mere fact, however, of a number of persons combining together to address such a request as the one in the present case to a single dealer was in the nature of intimidation. He submitted with some confidence on the authority of the cases he had cited that the petition was perfectly good and disclosed a fair case.

The Attorney General, in reply, repeated most of the arguments used by him when putting forward the application. He quite admitted that the facts of the case must be taken quite as they stood, and that certain facts were stated by his friend, upon the pleadings as they stood it was alleged and must therefore be taken to be a fact that loss was caused to the plaintiffs by interference with their trade which resulted from the pressure of the petition, and that the defendants in this suit, and that it was with intent to injure their trade. He submitted that the case cited by his friend (the *Mogul Steamship Co. v. McGregor, Gow & Co.*) was no authority whatever. The point raised was not a legal one, but a question of fact, which was decided on different grounds altogether. The refusal to grant an injunction in that case was based upon the ground that there was no irreparable injury. The point raised was not considered seriously, and was not referred to in the judgment of the Court. He further argued that before there could be an actionable right there must be an invasion of a legal right and in this case there was none. He admitted that the petition which had been used was a bad one, but it was not such a bad one as to lead the defendants upon an indictment. They merely addressed certain arguments to the plaintiffs, leaving them to do as they liked.

His Lordship again alluded to the cases of this nature in Ireland, and said the fact that such an action had been brought in this case made it doubtful to him whether it could be supported. With regard to the case of the *Mogul Steamship Co.*, his Lordship said it seemed to him that if the defendants in that case had not put in affidavits that they were not actuated by malice, the injunction would have been granted.

Mr. Leach adopted the arguments of his learned friend, and pointed out that "injury" had a double meaning; it might either mean legal injury or injury that is not necessarily a legal injury. He then referred his Lordship to the case of *O'Connell v. the Queen*, 11 Clark and Kennedy, page 223, directing attention particularly to that part of the judgment where it was held that where an expression used in the pleadings is capable of two meanings it will be most strongly urged against the plaintiff that the expression is not applicable to the case. He also quoted from *Green's Legal Maxims* on this point, and also the case of *Re X*, 2 Decca, in which a conspiracy was actually charged as illegal and malicious. There was no statement in the present pleadings that the conspiracy was illegal and malicious. He concluded by asking his Lordship to take a note of the definition of conspiracy and three propositions which were drawn from the definition in *Rose's Criminal Cases*, 10, page 423.

His Lordship—There is no doubt that this is a very important case, particularly as some of our most respectable citizens may be liable to have criminal proceedings brought against them. I believe this is not the first instance of this sort, on which combinations of this same description have been made by some of the most respectable citizens of this country. I shall take time to consider my decision. Of course it seems to me, I am bound to hold, in order to make out a civil offence, that there has been a criminal offence in the first instance.

Judgment reserved.

IN APPELLATE JURISDICTION.

THE TAIKOO SUGAR REFINERY v. GIBB, LIVINGSTON & CO.

The Attorney General, instructed by Messrs. Sharp, Johnson & Stokes, appeared for the defendants to move the Court for a rule nisi calling upon the plaintiffs to answer a counter-claim which was made by the defendants on the ground that the verdict on the 4th issue submitted to the jury was against the weight of evidence. The trial took place on the 26th and 28th ultimo, and the issues to be submitted were settled beforehand, and the 4th issue was in fact the only one submitted. The Attorney General, in support of his application, submitted that the case was a very strong one, and that the defendants were perfectly at liberty to use all reasonable means to induce the plaintiffs to trade with them and with them alone—but he submitted that the defendants had exercised undue influence in the matter; the mere fact, however, of a number of persons combining together to address such a request as the one in the present case to a single dealer was in the nature of intimidation. He submitted with some confidence on the authority of the cases he had cited that the petition was perfectly good and disclosed a fair case.

The Attorney General, in reply, repeated most of the arguments used by him when putting forward the application. He quite admitted that the facts of the case must be taken quite as they stood, and that certain facts were stated by his friend, upon the pleadings as they stood it was alleged and must therefore be taken to be a fact that loss was caused to the plaintiffs by interference with their trade which resulted from the pressure of the petition, and that the defendants in this suit, and that it was with intent to injure their trade. He submitted that the case cited by his friend (the *Mogul Steamship Co. v. McGregor, Gow & Co.*) was no authority whatever. The point raised was not a legal one, but a question of fact, which was decided on different grounds altogether. The refusal to grant an injunction in that case was based upon the ground that there was no irreparable injury. The point raised was not considered seriously, and was not referred to in the judgment of the Court. He further argued that before there could be an actionable right there must be an invasion of a legal right and in this case there was none. He admitted that the petition which had been used was a bad one, but it was not such a bad one as to lead the defendants upon an indictment. They merely addressed certain arguments to the plaintiffs, leaving them to do as they liked.

His Lordship again alluded to the cases of this nature in Ireland, and said the fact that such an action had been brought in this case made it doubtful to him whether it could be supported. With regard to the case of the *Mogul Steamship Co.*, his Lordship said it seemed to him that if the defendants in that case had not put in affidavits that they were not actuated by malice, the injunction would have been granted.

Mr. Leach adopted the arguments of his learned friend, and pointed out that "injury" had a double meaning; it might either mean legal injury or injury that is not necessarily a legal injury. He then referred his Lordship to the case of *O'Connell v. the Queen*, 11 Clark and Kennedy, page 223, directing attention particularly to that part of the judgment where it was held that where an expression used in the pleadings is capable of two meanings it will be most strongly urged against the plaintiff that the expression is not applicable to the case. He also quoted from *Green's Legal Maxims* on this point, and also the case of *Re X*, 2 Decca, in which a conspiracy was actually charged as illegal and malicious. There was no statement in the present pleadings that the conspiracy was illegal and malicious. He concluded by asking his Lordship to take a note of the definition of conspiracy and three propositions which were drawn from the definition in *Rose's Criminal Cases*, 10, page 423.

His Lordship—There is no doubt that this is a very important case, particularly as some of our most respectable citizens may be liable to have criminal proceedings brought against them. I believe this is not the first instance of this sort, on which combinations of this same description have been made by some of the most respectable citizens of this country. I shall take time to consider my decision. Of course it seems to me, I am bound to hold, in order to make out a civil offence, that there has been a criminal offence in the first instance.

Judgment reserved.

IN APPELLATE JURISDICTION.

THE TAIKOO SUGAR REFINERY v. GIBB, LIVINGSTON & CO.

The Attorney General, instructed by Messrs. Sharp, Johnson & Stokes, appeared for the defendants to move the Court for a rule nisi calling upon the plaintiffs to answer a counter-claim which was made by the defendants on the ground that the verdict on the 4th issue submitted to the jury was against the weight of evidence. The trial took place on the 26th and 28th ultimo, and the issues to be submitted were settled beforehand, and the 4th issue was in fact the only one submitted. The Attorney General, in support of his application, submitted that the case was a very strong one, and that the defendants were perfectly at liberty to use all reasonable means to induce the plaintiffs to trade with them and with them alone—but he submitted that the defendants had exercised undue influence in the matter; the mere fact, however, of a number of persons combining together to address such a request as the one in the present case to a single dealer was in the nature of intimidation. He submitted with some confidence on the authority of the cases he had cited that the petition was perfectly good and disclosed a fair case.

The Attorney General, in reply, repeated most of the arguments used by him when putting forward the application. He quite admitted that the facts of the case must be taken quite as they stood, and that certain facts were stated by his friend, upon the pleadings as they stood it was alleged and must therefore be taken to be a fact that loss was caused to the plaintiffs by interference with their trade which resulted from the pressure of the petition, and that the defendants in this suit, and that it was with intent to injure their trade. He submitted that the case cited by his friend (the *Mogul Steamship Co. v. McGregor, Gow & Co.*) was no authority whatever. The point raised was not a legal one, but a question of fact, which was decided on different grounds altogether. The refusal to grant an injunction in that case was based upon the ground that there was no irreparable injury. The point raised was not considered seriously, and was not referred to in the judgment of the Court. He further argued that before there could be an actionable right there must be an invasion of a legal right and in this case there was none. He admitted that the petition which had been used was a bad one, but it was not such a bad one as to lead the defendants upon an indictment. They merely addressed certain arguments to the plaintiffs, leaving them to do as they liked.

His Lordship again alluded to the cases of this nature in Ireland, and said the fact that such an action had been brought in this case made it doubtful to him whether it could be supported. With regard to the case of the *Mogul Steamship Co.*, his Lordship said it seemed to him that if the defendants in that case had not put in affidavits that they were not actuated by malice, the injunction would have been granted.

Mr. Leach adopted the arguments of his learned friend, and pointed out that "injury" had a double meaning; it might either mean legal injury or injury that is not necessarily a legal injury. He then referred his Lordship to the case of *O'Connell v. the Queen*, 11 Clark and Kennedy, page 223, directing attention particularly to that part of the judgment where it was held that where an expression used in the pleadings is capable of two meanings it will be most strongly urged against the plaintiff that the expression is not applicable to the case. He also quoted from *Green's Legal Maxims* on this point, and also the case of *Re X*, 2 Decca, in which a conspiracy was actually charged as illegal and malicious. There was no statement in the present pleadings that the conspiracy was illegal and malicious. He concluded by asking his Lordship to take a note of the definition of conspiracy and three propositions which were drawn from the definition in *Rose's Criminal Cases*, 10, page 423.

His Lordship—There is no doubt that this is a very important case, particularly as some of our most respectable citizens may be liable to have criminal proceedings brought against them. I believe this is not the first instance of this sort, on which combinations of this same description have been made by some of the most respectable citizens of this country. I shall take time to consider my decision. Of course it seems to me, I am bound to hold, in order to make out a civil offence, that there has been a criminal offence in the first instance.

Judgment reserved.

IN APPELLATE JURISDICTION.

THE TAIKOO SUGAR REFINERY v. GIBB, LIVINGSTON & CO.

The Attorney General, instructed by Messrs. Sharp, Johnson & Stokes, appeared for the defendants to move the Court for a rule nisi calling upon the plaintiffs to answer a counter-claim which was made by the defendants on the ground that the verdict on the 4th issue submitted to the jury was against the weight of evidence. The trial took place on the 26th and 28th ultimo, and the issues to be submitted were settled beforehand, and the 4th issue was in fact the only one submitted. The Attorney General, in support of his application, submitted that the case was a very strong one, and that the defendants were perfectly at liberty to use all reasonable means to induce the plaintiffs to trade with them and with them alone—but he submitted that the defendants had exercised undue influence in the matter; the mere fact, however, of a number of persons combining together to address such a request as the one in the present case to a single dealer was in the nature of intimidation. He submitted with some confidence on the authority of the cases he had cited that the petition was perfectly good and disclosed a fair case.

The Attorney General, in reply, repeated most of the arguments used by him when putting forward the application. He quite admitted that the facts of the case must be taken quite as they stood, and that certain facts were stated by his friend, upon the pleadings as they stood it was alleged and must therefore be taken to be a fact that loss was caused to the plaintiffs by interference with their trade which resulted from the pressure of the petition, and that the defendants in this suit, and that it was with intent to injure their trade. He submitted that the case cited by his friend (the *Mogul Steamship Co. v. McGregor, Gow & Co.*) was no authority whatever. The point raised was not a legal one, but a question of fact, which was decided on different grounds altogether. The refusal to grant an injunction in that case was based upon the ground that there was no irreparable injury. The point raised was not considered seriously, and was not referred to in the judgment of the Court. He further argued that before there could be an actionable right there must be an invasion of a legal right and in this case there was none. He admitted that the petition which had been used was a bad one, but it was not such a bad one as to lead the defendants upon an indictment. They merely addressed certain arguments to the plaintiffs, leaving them to do as they liked.

His Lordship again alluded to the cases of this nature in Ireland, and said the fact that such an action had been brought in this case made it doubtful to him whether it could be supported. With regard to the case of the *Mogul Steamship Co.*, his Lordship said it seemed to him that if the defendants in that case had not put in affidavits that they were not actuated by malice, the injunction would have been granted.

Mr. Leach adopted the arguments of his learned friend, and pointed out that "injury" had a double meaning; it might either mean legal injury or injury that is not necessarily a legal injury. He then referred his Lordship to the case of *O'Connell v. the Queen*, 11 Clark and Kennedy, page 223, directing attention particularly to that part of the judgment where it was held that where an expression used in the pleadings is capable of two meanings it will be most strongly urged against the plaintiff that the expression is not applicable to the case. He also quoted from *Green's Legal Maxims* on this point, and also the case of *Re X*, 2 Decca, in which a conspiracy was actually charged as illegal and malicious. There was no statement in the present pleadings that the conspiracy was illegal and malicious. He concluded by asking his Lordship to take a note of the definition of conspiracy and three propositions which were drawn from the definition in *Rose's Criminal Cases*, 10, page 423.

His Lordship—There is no doubt that this is a very important case, particularly as some of our most respectable citizens may be liable to have criminal proceedings brought against them. I believe this is not the first instance of this sort, on which combinations of this same description have been made by some of the most respectable citizens of this country. I shall take time to consider my decision. Of course it seems to me, I am bound to hold, in order to make out a civil offence, that there has been a criminal offence in the first instance.

Judgment reserved.

IN APPELLATE JURISDICTION.

THE TAIKOO SUGAR REFINERY v. GIBB, LIVINGSTON & CO.

was also the very strong evidence of Messrs. Jodger and Johnston, against whom, though they were connected with rival sugar firms, nothing was inferred in their evidence that was derogatory to their reliability, and they were no less men than could be trusted to the quality of the sugar in the sample bottle. Besides that there was the evidence of Mr. Lamont, who had opportunities of comparing this sugar with other sugars. It was to do that sort of thing and who went expressly for that purpose to the refinery and his evidence was equally strong. It had been suggested that the sugar might deteriorate but there was also strong evidence in that point that it could not have deteriorated from that cause to the extent suggested. Having complied his remarks on the evidence, the Attorney General said he apprehended that what had happened was this: The jury regarded themselves in the position of a jury who were bound to return a general verdict. Notwithstanding the instructions that were given them they did not understand their position. They did not see how the issue might be one part of the verdict and the question of damages another. Instead of leaving the question of law to be settled in a proper manner, and containing themselves with returning an answer upon these particular issues, they seem rather to have thought it was their business to answer the question of law.

His Lordship said the question in his mind as to what it was worth while defendants containing the litigation. He presumed Messrs. Gibb, Livingston & Co. would fall back on *Lee Ching*, and *Lee Ching*, if he got a new trial, it was quite possible a fresh might arrive at the same conclusion after General said he did not know what defence *Lee Ching* would raise.

His Lordship said his defence would be that the sugar was not according to quality. The Attorney General said his instructions were exclusively on behalf of Messrs. Gibb, Livingston & Co. and Mr. Leach, who were placed. There did not seem to be an explicable object in the guarantors being sued first unless it was that *Lee Ching* was a man of straw. If that was so, unless Messrs. Gibb, Livingston & Co. succeeded in proving that *Lee Ching* was a man of straw, the second jury would come to the same conclusion as the first.

His Lordship—I don't think I could address any jury clearer than I did the first. The Attorney General—No; nothing could have been clearer. Their action was proved and the jury found for the plaintiffs. If I might say all parties before it is returnable.

His Lordship said he thought some arrangement ought to be made, because *Lee Ching* was put to the expense of bearing the cost of the special juries if the trial was to be a second jury would come to the same conclusion as the first.

His Lordship said he thought some arrangement ought to be made, because *Lee Ching* was put to the expense of bearing the cost of the special juries if the trial was to be a second jury would come to the same conclusion as the first.

His Lordship said he thought some arrangement ought to be made, because *Lee Ching* was put to the expense of bearing the cost of the special juries if the trial was to be a second jury would come to the same conclusion as the first.

His

